

2013-2014 ADULT SEASON PASS
RELEASE OF LIABILITY, INDEMNITY AND MEDICAL AUTHORIZATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING.

1. I, _____, am aware that skiing and snowboarding are HAZARDOUS activities and involve many RISKS and DANGERS including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; areas of reduced visibility; variations in the skiing surface or subsurface; impact or collision with manmade and natural objects; impact or collision with other skiers; negligence of other skiers and; negligence on the part of Mount Bohemia and their agents, officers, shareholders, owners and employees. I am aware that the risks, dangers and hazards referenced exist throughout the Resort and that many are unmarked. I understand that **Mount Bohemia's Extreme Back Country Trails** are **EXTREME HIGH RISK** areas where many risks, dangers and hazards are present including, but not limited to: extremely steep slopes, unstable and variable snow conditions, avalanches, cliffs, rocks, trees, stumps, logs, branches/limbs and other natural and manmade obstacles both visible and hidden.

2. I accept that encountering the risks, dangers and hazards present at the Resort and especially, in the Extreme Back Country Trails and the Glades, may result in serious injuries, including brain damage, paralysis, permanent disability and death. I understand and accept that rescue by Ski Patrol or other medical personnel may be difficult or delayed in these areas.

3. I agree to conduct myself within the limits of my individual ability while at Mount Bohemia and agree not to act, ski or snowboard in a manner that might contribute to injuries to myself or others. I understand that I am the sole judge of my ability to negotiate a track, trail or slope. I understand that I am solely responsible for reading and understanding all signage and instructions on the premises and in complying with them.

4. In consideration of Mount Bohemia accepting me as a Season Pass Holder and permitting me to use Mount Bohemia's ski lifts, slopes, terrain parks, restaurants, parking and other facilities, I hereby expressly assume and accept any and all risks and dangers associated with my participation in skiing, snowboarding or other activities at Mount Bohemia. (Initial here _____).

5. In further consideration, I agree to **Release, Hold Harmless, Indemnify and Defend** Mount Bohemia and their agents, employees, directors, officers and shareholders from and against any and all claims, suits, actions, losses and damages, including but not limited to: allegations of negligence, including the negligence of Mount Bohemia and their agents, employees, directors, officers and shareholders, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, hold Harmless and Defend** Mount Bohemia and their agents, employees, directors, officers and shareholders from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Mount Bohemia and/or their agents, employees, directors, officers and shareholders sustain as a result of, related to or alleged to be related to my participation in skiing, snowboarding or other activities available on Mount Bohemia premises. (initial here _____).

6. I understand that this does not constitute a "sign in/sign out" policy.

7. I authorize Mount Bohemia and their agents or employees to render first aid and call for medical and/or dental care, if in their opinion, such care is needed during my time at Mount Bohemia. I agree to pay for all expenses associated with such care and related transportation.

8. I understand this Release shall be binding upon me, my heirs and legal representatives.

9. I agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement. Should any term or provision be found invalid or unenforceable, the remaining terms and provisions shall remain in full force.

10. I understand that season passes are non-transferable and non-refundable. **If someone is caught using my pass, I agree to pay the Resorts \$1,000 within ten business days of the infraction and also forfeit my season pass privileges for the rest of the year. I agree to give the Resorts my skis or snowboard as collateral until the \$1,000 is paid.**

I HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO IT ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Season Pass Holder Name (please print) Date: _____

Season Pass Holder's Date of Birth

Signature of Season Pass Holder